

Glengarry Figure Skating Club Terms of Service

January 14, 2018

These terms of service (herein the “Terms of Service”) are provided by Glengarry Figure Skating Club (herein the “Glengarry”) to you, the Glengarry member account holder (herein the “Member”) in regards to the use of the software (herein the “Software”) at glengarryfsc.com (herein the “Website”).

Uplifter reserves the right to update or change the Terms of Service without notice. Newly developed features and tools implemented and released into the Software will be subject to the Terms of Service. The most up-to-date version of these Terms of Service can be reviewed at any time.

The Software is utilized to collect and manage members who join the Glengarry Club and access our programs and services as a service (herein the “Service”). The Software is owned by a third party company, Uplifter Inc, who manages and stores all Glengarry information at a secure location. Please see [Uplifter Inc Terms of Service](#) and Security Policies for details. Limited member information is stored on Glengarry hardware only to assist with the implementation of programs (ie. Class lists, test lists).

Glengarry is responsible for the Members’ activity on the Websites. Violation of any of the terms described in the Terms of Service by the Customer or its Members may result in the immediate termination of the member’s account.

Glengarry utilizes Bambora as our merchant account to manage online payment. Please see [Bambora’s Terms and Conditions](#) for details.

Your Information and Website Content

Glengarry has the ability to distribute information and post content (herein the “Content”) on the Websites. Glengarry agrees that

- Glengarry owns and is responsible for all Content and Member activity on the Websites.
- Glengarry must comply with copyright laws in our jurisdiction when posting or distributing Content
- Glengarry is responsible for the information and data managed within the Software.
- Glengarry agrees that it will not post or distribute any Content that is unlawful, harmful, threatening, abusive, harassing, pornographic, vulgar, obscene, threatening, tortuous, defamatory, libelous, hurtful or racially / ethnically objectionable or invasive of another’s privacy.
- Glengarry will not post or transmit unsolicited emails or messages considered “spam”.
- Glengarry’s Content and use of Member information will be subject to our privacy policy.
- Each Member will be provided with a unique username and password. Members are encouraged to select secure passwords. Glengarry will not be responsible for maintaining the security of individual member account and passwords. Glengarry will not be liable for any loss or damage due to a Members’ failure to comply with this security obligation.

- Glengarry is associated, sanctioned or affiliated with Skate Canada and Uplifter has been provided within the Service the ability to send and receive information to and from Skate Canada on Glengarry's behalf, the Glengarry authorizes Uplifter to send and receive the Glengarry's Content and Member activity data accordingly as per Glengarry's request. An example is we directly connect to Skate Canada for member enrollment.

General Terms

- Members may use this Service at their own risk.
- Members may not reproduce, duplicate, copy, rent, lease, loan, sell, resell, relicense, assign or exploit the Software or the Service in part or as a whole.
- Members may not create derivative works based upon all or any part of the Software.
- The overall look and feel of the Service and the Websites are copyright of Uplifter and may not be copied or reproduced for other purposes
- Members may not modify, adapt, change or hack the Software or the Service.
- Members may not decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-perceivable form.
- Members may not use the Software and this Service for any illegal or unauthorized purposes.
- Members agree not to violate any laws in the use of this Service.
- To the extent permitted by law, in no event shall Glengarry be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to the Members' use or inability to use the Software or the Service, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Uplifter has been advised of the possibility of such damages. In no event shall Glengarry's total liability to its Members for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00).
- If any provision of this Terms of Service shall be determined invalid for any reason, the remaining provisions shall not be invalidated and shall remain in full force and effect.
- Glengarry understands and accepts that Uplifter uses third-party vendors and partners to provide the Software, hardware, storage, networking and any related technologies to provide the Service.
- The failure of Glengarry to enforce or exercise any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement regarding the terms of use of the Service between you and Glengarry including, but not limited to, any prior versions of the Terms of Service.
- Glengarry reserves the right at any time to temporarily or permanently discontinue or modify the Service or Software (or any part thereof) with or without any notice to the Members.
- Uplifter may collect statistical information such as usage or traffic patterns in aggregate form to create billing reports for Customers, monitor and improve the

Service, but such information will not include personally identifying information of the Customers' Members. Uplifter may access the Customer Content to respond to service or technical problems with the Software or Service. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Content.+

- Uplifter uses cookies in the Software and will provide notices to your Members that cookies are in use on the Websites. For detailed descriptions on how Uplifter uses cookies, please see Uplifter's Privacy Policy. Uplifter's Cookie Policy will be available on the Customer's Website for Members to view.

Glengarry Terms and Conditions for Online Payments

- Legal name: Glengarry Figure Skating Club
- Contact information for club:
 - Glengarry Skating Club
 - 1350 Kings St.
 - Penticton BC Canada
 - V2A 8L7
- We do not export any goods or services
- Currency of transaction on Glengarryfsc.com: Canadian funds (CAD)
- All programs will take place at the location indicated in the program registration. Any products purchased on the site will be available for pickup at the club office within 48 hours of purchase.
- Credit Cards accepted:

